27210 (\ (-),

description whatsoever.

MORTGAGE

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14-1003_			U

		1010101		77	between
F			34ah	, 19 <i></i>	_ 500
•.	25t	h day of	March		
TH	IS INDENTURE, made this				
111	W. GREEN, a married man, "Mortgagor", and WESTERN BANK, an	li-r corno	vation, herein called "Mortga	igee ,	
JOSEPH_	W. GREEN; WESTERN BANK, an	Oregon banking corpo	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Lavoin called	"Mortgagor", and WESTER		•		

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor does hereby grant, bargain, mortgage and convey unto the Mortgagee all the following described property situated in <u>Klamath</u> County, Oregon, to-wit:

A parcel of land lying in the East ½ of SW4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at an iron pin which lies North 0° 51' West along the 40 line a distance of \$\frac{462.3}{62.3}\$ feet and North 890 09 East a distance of 262.2 feet and South 460 09 East a distance Tof 657.8 feet from the iron axle which marks the Southwest corner of the NEXSW14 of Section 1; Cand running thence continuing South 460 09' East a distance of 352.1 feet to an iron pin which lies on the Northwesterly right of way line of the Enterprise Irrigation Canal; thence North 110 21' East along the Northwesterly right of way line of the Enterprise Canal; a distance of 337.4 feet to an iron pin; thence continuing along the Northwesterly right of way Time of the Enterprise Irrigation Canal North 60° 21' East a distance of 103.3 feet to an iron pin on the Klamath Falls-Lakeview Highway Southerly right of way line of 30 feet at right angles from its center; thence North 460 09' West along the above mentioned highway right of way line a distance of 200 feet to an iron pin; thence South 430 51' West a distance of 384 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission, recorded in Volume M71 at page 10194 and re-recorded in Volume M71 at page 11031, Microfilm Records of Klamath County, Oregon.

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, including but not limited to roads and easements used in connection with the premises; also, all fixtures, buildings and parts of buildings situated upon said property, including but not limited to electric wiring and fixtures; furnace and heating system, water beaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, garbage disposals, air conditions, refrigerators, freezers, dishwashers; and all other fixtures now or hereafter installed in or on the premises; and any shrubbery, flora or timber now growing or hereafter planted or growing thereon; and any and all replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land; and all the rents, issues and profits arising from the

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

The Mortgagor does hereby covenant to and with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the mortgaged property. said real property, that it is the absolute owner of all items of property described hereinabove, that the said property is free from encumbrances of every kind and nature, and that it will warrant and forever defend the same against the lawful claims and demands of

San	of every kind and nature, and that is	• • • • • • • • • • • • • • • • • • • •			in contained,	to be
ene	umbrances of every kind and nature, and that is		-c the covena	nts and agreements n	A Aleese	on in
ali	persons whomsoever.	to secure perform	nance of the core	000 000 2	nd interest there	(011 111
	umbrances of every kind and nature, and that represents whomsoever. This conveyance is intended as a mortgage the Mortgagor kept and performed and to secure cordance with the tenor of a certain promissory natural security.	it - maximent of	the sum of \$ 222	Occ. Coriti	R. Green	
	rins conveyant performed and to secure	e the payment of	Tananh W. G	reen_and_Salles		
bv	the Mortgagor kept and performed and performed the	ote executed by -	Joseph_rec		200	
ac	tord wife.		he Mortgagee in insta	llments of not less	oher 25.	
	husband allu willer 1977 payabl	e to the order of t	+h	commencing	terest On	lv
da	the Mortgagor kept and performance with the tenor of a certain promissory not busband and wife, ted March 25 , 19 77 , payable to including interest, on the 25th including interest, on the 32 of the	day of each	month	anaid shall be paid.	nterestrom	-,
	including interest, on the		nce then remaining u	iipaid siidii =	and or liabilities	of the
ea	cniiicredissex9200	₹-1 Y''55.'' 1977	• Jall other in	debtednesses, obligat	Jborover D	avable,
19	17 until Septembers beginning Al	the payment of	any and all other the	solute or contingent	and wherever P	tes OF
mon	ch <u>incruding</u> , x8200 77, until <u>September 25</u> , x8200 the for seven months beginning Al this Mortgage is also given as security for lortgagor to the Mortgagee now existing or herea collection but not limited to such as may arise from including but not limited to such as may arise from the lortgage or held is	fter arising, matu	red or to mature, ac	ges hills of exchange	, promissory ne	nort or
	the Mortgagee now existing or nere	- andorsements.	guarantees, acceptar	les, ollopps or advan	ces of any kind,	SOLL OF
V	ortgagor to the more and to such as may arise tro	m endorsement	or taken as security t	or any loans of a	- '	
ii	cluding but not amited to Mortgagee or held l	y the Mortgagee,	3. ——			
	thly This Mortgage is also given as security this Mortgage now existing or hered to the Mortgage now existing or hered cluding but not limited to such as may arise from the paper discounted by the Mortgagee or held in the paper discounted by the paper discounted by the paper discou					1 m
	whatspever.				~	

1. That Mortgagor will pay, when due, the indebtedness hereby secured, with interest as prescribed by said note, and will pay, when due, all other sums secured hereby, and all taxes, liens and utility charges upon said premises, or for services furnished thereto. In addition thereto, he will pay, at the time of payment of each installment of principal and interest, such amount as Mortgagee shall estimate to be sufficient to produce, at least one month prior to the time when payment thereof shall become due, the amount of (a) taxes, assessments and other governmental rates and charges against said premises (herein all called "taxes") and (b) premiums upon insurance against loss or damage to said premises (said amounts being referred to hereinafter as "loan trust funds"). If the sums so paid shall be less than sufficient for said purposes, Mortgagee will also pay, upon demand, such additional sum as Mortgagee shall deem necessary therefor. If Mortgagor desires a "package" plan of insurance which includes coverage in addition to that required under this mortgage, Mortgagee may, at its option, establish and administer a reserve for that purpose. If the package plan reserve is not sufficient to pay the renewal premium on a package plan policy, then Mortgagee may use such reserve to pay premiums on a policy covering only risks required to be insured against under this mortgage and allow the package plan policy to lapse. Mortgagee shall, upon the written direction of Mortgagor, and may, without such direction, apply sums paid by Mortgagor and held by Mortgagee to the purposes aforesaid; but the receipt of such sums shall not, in the absence of such direction, impose any duty upon Mortgagee to disburse the same or relieve Mortgagor from his covenants to pay said obligations or to keep the premises insured. Mortgagee may, from time to time, establish reasonable service charges for the collection and disbursement of premiums on package-type insurance policies. Mortgagee shall not, whether or not service charges are imposed, be subject to any liability for failure to transmit any premiums to any insurer or by reason of any loss growing out of any defect in any insurance policy. At Mortgagee's option, Mortgagee may apply all loan trust funds directly to the payment of the principal balance then unpaid on the indebtednesses secured hereby; if Mortgagee elects so to do, Mortgagee is authorized to pay taxes, insurance premiums on the mortgaged property and all other charges which would otherwise be payable from the loan trust funds, when the same become due and payable, and Mortgagee may then add the amount of any such payment to the principal balance then unpaid on the indebtednesses secured hereby, each such payment to bear interest as provided in the promissory note mentioned herein-

That Mortgagor will not commit or permit strip or waste of the said premises, or any part thereof; that Mortgagor will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that Mortgagor will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that Mortgagor will not cut or permit the cutting or removal of any timber without the written consent of Mortgagee, that if any of the said property be damaged or destroyed by any cause, Mortgagor will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard covered by insurance payable to Mortgagee, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of the insurance proceeds to the expense of

 That he will, at his own cost and expense, keep the building or buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof,

insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required. shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the expiration of any policy or policies he will deliver to the Mortgagee satisfactory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provision by which the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the performance of such condition or the existence of any facts or the value of the property insured and, if it shall appear to the Mortgagee that the insurance is prejudiced by the acts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagor will do such acts and things and obtain such further insurance as the Mortgagee may require; that the Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the

5. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagee may, at its option, but without any obligation on its part so to do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repair, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear the note mentioned above, whichever is greater, and shall be secured hereby.

6. That he will not, without the prior written consent of Mortgagee, transfer his interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may, in its discretion, impose a service charge not exceeding one percent of the original amount of the indebtedness hereby secured and may increase the interest rate on the indebtedness hereby secured by not more than one

7. That, if any default be made in the payment of the principal or interest of the indebtednesses hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

11245 ment shall, where there is more than one mortgagor, be construed

5. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for costs and disbursements in such suit or action, extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby and shall bear interest from the date paid or incurred by Mortgagee or from the date of judgment, whichever occurs first, at the rate set forth in the promissory note mentioned above; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying

as plural and be binding jointly and severally upon all mortgagors as plural and be binding jointly and severally upon an incorporation and the word "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payment or grant renewals of indebtedness hereby secured for any term, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box. their and seal_S

therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default. 9. The word "Mortgagor", and the language of this instru-IN WITNESS WHEREOF, the Mortgagor s ha Ve the day and year first hereinabove written. Returnito: WESTERN BANK P. C. Box 669 Sarita B. Green, Attorney-in-Fact Klamath Falls, Ore. 97601 STATE OF OREGON (SEAL) County of Klamath March 25 _ A.D. 19<u>7</u>7 Personally appeared the above-named Joseph W. Green, and Joseph W. Green, who, being duly sworn, is the Attorney-in-Fact for Sarita B. Green, his and acknowledged the foregoing instrument to be ___their voluntary actyand deed. Hefore me-STEN Umy Notary Public for Oregon. My Commission Expires: _ 6-20-79 STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the P M., and duly recorded in _on Page___5013 FEE_ \$ 9.00 WM. D., MILNE, County Clerk

LEASE AGREEMENT

THIS LEASE made and entered into at the City of Klamath Falls, Oregon, this <u>lst</u> day of <u>January</u> , 1984, by and between Joseph W. Green, P. O. Box 1915, Eugene, Oregon, 97440, herein referred to as Lessor, and Davenport's Chapel of the Good Shepherd, Inc., 6420 South 6th Street, Klamath Falls, Oregon, 97601, herein referred to as Lessee, WITNESSETH:

IN CONSIDERATION of and in accordance with the terms, covenants and conditions hereinafter set forth, Lessor hereby leases to Lessee the property described in Exhibit A attached hereto and made a part hereof.

THE TERM of said lease shall be one year, beginning on January 1 , 1984 and expiring on December 31 , 1984, for the monthly rental of Three Thousand Dollars (\$3,000.00), payable monthly in advance on the first day of each and every calendar month at the above address of the Lessor; PROVIDED HOWEVER upon thirty (30) days written notice each party shall have the right to terminate this lease.

- I. The Lessee covenants and agrees as follows:
- (a). That the Lessee will pay said monthly rental in lawful money of the United States at the office of the Lessor or Lessor's agent in advance on the first day of each and every calendar month of said term.
- (b) That the Lessee will use and occupy said premises for a funeral home and mortuary and for no other purposes; and that the Lessee will at Lessee's own expense repair any damage caused by the Lessee or any of Lessee's employees or agents, or persons other than the employees of Lessor during said term.

- any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use of said premises by other than the agents and employees of the Lessee, without first obtaining the written consent of the Lessor.
- (d) That the Lessee will make no alterations in or additions to said premises without first obtaining the written consent of the Lessor, and that all additions, improvements and fixtures (except the movable office furniture of the Lessee) made of added either by the Lessee or Lessor shall be and remain the property of the Lessor.
- (e) That the Lessee will not maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way tending to create a nuisance or to injure the reputation of the building; or to use or permit the use of said premises for any immoral or illegal purposes; and that the Lessee will comply at _______

^{2 -} Lease Agreement

Lessee's own cost and expense with all orders, notices, 11248 regulations or requirements of any municipality, state or other governmental authority respecting the use of said premises.

- That the Lessor shall not be liable to the Lessee for any damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Lessor, or for any damage to person or property resulting from any condition of the premises or other cause, not resulting from the negligence of the Lessor.
- That upon vacation or abandonment of the premises (g) by the Lessee without the written consent of the Lessor endorsed hereon, the Lessor may forthwith enter upon the premises or any portion thereof and re-let and otherwise exercise control over the same, and that for the purpose of such re-letting the said Lessor is authorized at the cost of the Lessee to make any repairs, alterations or addition in or to said demised premises which may be necessary in the opinion of the Lessor for the purpose of such re-letting, and that such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Lessor, at Lessor's election, shall cancel the lease, and in that event cancellation shall be effected and Lessor and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Lessor to Lessee at Lessee's last known address.
- That the Lessor and the Lessor's agents, janitors, workmen and engineers may retain a pass-key to the premises described herein to enable them to examine said premises from

time to time with reference to any emergency or to the general maintenance of said premises, or for the purpose of exhibiting the same.

- (i) That no electric wiring, telegraph call boxes, or telephonic, or other eletrical apparatus shall be installed, maintained or operated on said premises except with the approval of and in a manner satisfactory to the Lessor; and that in no event shall the Lessee overload the electrical circuits from which the Lessee obtains current.
- (j) That at the expiration or sooner termination of this lease, the Lessee will surrender and deliver up said premises to the Lessor, or those having the Lessor's estate therein, in the same condition as the Lessee now receives said premises, ordinary wear and tear and damage by fire and the elements alone excepted.
- II. It is further mutually covenanted and agreed between the parties as follows:
- (1) That if any action or suit is started for the collection of any rental or any part of the rental of said premises, as provided by this lease, the Lessee shall pay, in addition to such rental, such attorney's fees as the court may adjudge reasonable to be allowed in such suit or action.
- of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if the Lessee shall be declared bankrupt or insolvent

according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, then, and in any of said events, the Lessor may at the Lessor's option at once, without notice to the Lessee or any other person, terminate this lease, and upon the termination of said lease at the option of the Lessor, as aforesaid, or at the expiration of this lease by its terms, the Lessee will at once surrender possession of the leased property to the Lessor and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Lessor may forthwith enter into and on the leased property and repossess them as of the Lessor's former estate and expel the Lessee, or those claiming under the Lessee, and remove the effects of any of them, forcibly if necessary, and lock the leased property, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and that in such event the Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the leased property, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand prescribed by any law of the State of Oregon.

(3) That in the event the Lessee shall be adjudged a bankrupt, or shall voluntarily offer to creditors terms of composition, or in case a receiver shall be appointed to take charge of and conduct the affairs of the Lessee, then, and upon the happening of any of such events, and unless the trustee in bankruptcy or receiver or such creditors shall immediately thereafter assume and shall fulfill the Lessee's obligations

11251 hereunder, the Lessor may, without notice to Lessee or to anyone else, terminate this lease, and, in the event of such termination, Lessor shall have and shall be allowed, as a provable claim in such bankruptcy or creditors' or receivership proceeding, damages for Lessee's such breach of this lease, in an amount equal to the rent reserved in this lease for the residue of the term hereof, less the fair rental value of the leased property (but not exceeding the rental stipulated herein) for the residue of said term, after deducting from such fair rental value the reasonable cost and expense incurred by Lessor in releasing the leased property, if re-leased during the remainder of said term.

- That, during the term of this lease, Lessee shall be responsible for and promptly pay any and all taxes, assessments or charges levied by the Federal, State, County or City Government by reason of the location, possession or use of said premises.
- (5) That during the term of this lease, Lessee shall carry at its own expense, public liability insurance in not less than the following limits:

Bodily Injury Bodily Injury --- \$100,000/\$300,000 Property Damage --- \$50,000

During the term of this lease, Lessee shall also carry at its own expense, comprehensive form all-risk insurance on said premises, insuring said premises in the amount of their last assessed value against damage from vandalism, theft, fire, flood, storm, civil commotion and other causes whether or not said causes operate through human agency.

That during the term of this lease, Lessee shall be responsible for, promptly undertake and pay for any repair,

alteration, removal, reconstruction or improvement of any part of the demised premises as may be required by the City of Klamath Falls, the order or decree of any court or of any other governmental authority. During the term of this lease, Lessee shall be responsible for, promptly undertake and pay for any and all maintenance, alterations or repairs of said premises as may become necessary or advisable.

- or so far damaged by fire (or other unavoidable casualty) as not to be subject to repair, this lease thereupon shall terminate; but in case the leased property is damaged to a lesser extent and is subject to repair, this lease, at the election of the Lessor, may be terminated, or the Lessor may repair the premises for the tenancy of the Lessee, in which event this lease shall not be terminated, but there shall be an abatement of the rent reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, until said premises have been made fit for Lessee's occupancy and use.
- (8) That if the Lessee shall hold over after the expiration of the term of this lease, and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all the terms, covenants and agreements hereof, except that the tenancy shall be one from month to month.
- (9) That the Lessor, for the proper maintenance of said building, the rendering of good service, and the providing of safety, order and cleanliness may make and enforce regulations

appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants and conditions of this lease.

- (10) That the covenants of this lease are continuing covenants and the waiver, whether express or implied, by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.
- shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto; and that the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

JOSEPH W. GREEN

Millam J. Savenpart, Pres
for DAVENPORT'S CHAPEL OF THE
GOOD SHEPHERD, INC.

EXHIBIT A

A parcel of land lying in the East ½ of SW½ of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at an iron pin which lies North 00 51' West along the 40 line a distance of 462.3 feet and North 890 09' East a distance of 262.2 feet and South 460 09' East a distance of 657.8 feet from the iron axle which marks the Southwest corner of the NE4SW4 of Section 1; and running thence continuing South 460 09' East a distance of 352.1 feet to an iron pin which lies on the Northwesterly right of way line of the Enterprise Irrigation Canal; thence North 11° 21' East along the Northwesterly right of way line of the Enterprise Canal; a distance of 337.4 feet to an iron pin; thence continuing along the Northwesterly right of way line of the Enterprise Irrigation Canal North 60° 21' East a distance of 103.3 feet to an iron pin on the Klamath Falls-Lakeview Highway Southerly right of way line of 30 feet at right angles from its center; thence North 460 09' West along the above-mentioned highway right of way line a distance of 200 feet to an iron pin; thence South 43° 51' West a distance of 384 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway, Commission, recorded in Volume M71 at page 10194 and re-recorded in Volume M71 at page 11031, Microfilm Records of Klamath County, Oregon.

Return to:	•
Western Bank Klamath Falls P. O. Box 669	· ·
Klamath Falls,	OR 97601

Filed for record .

this 3rd day of July A. D. 19 84 at 2:48 o'clock Pt., and duly recorded in Vol. MB4 of Mortgages on Page 11238

EVELYN BIEHN, County Clerk

By Nernotha H

Fee: \$69.00